

# **Exhibit “F”**



Nico Pizzo &lt;npizzo@ajrlawny.com&gt;

**Fwd: Termination Notice**

1 message

**Shlomo Silber** <shlomo@bondcollective.com>

Sun, Nov 26, 2023 at 10:17 PM

To: Avrum Rosen <arosen@ajrlawny.com>, Nico Pizzo <npizzo@ajrlawny.com>, "Alex E. Tsionis" <atsionis@ajrlawny.com>, David Goldwasser <dgoldwasser@fiacp.com>, Yitz Taub <ytaub@fiacp.com>  
 Cc: David Berg <dberg@bergpllc.com>, "cc: Abraham David" <ADavid@bergpllc.com>

See below Oren's resignation letter.

----- Forwarded message -----

From: **Oren Richland** <oren@dearborncap.com>

Date: Thu, Nov 2, 2023, 3:30 PM

Subject: Termination Notice

To: Shlomo Silber &lt;shlomo@bondcollective.com&gt;

Cc: Elie Deitsch <edeitsch@bondcollective.com>, Leon Goldenberg <goldmont@aol.com>, Zev Rindner <zev@averycompanies.com>, Anbro <anbro1599@gmail.com>, Yoel Zagelbaum, Esq. <yoel@rsabstract.com>, Baruch Singer <bsinger@eqnyc.com>

Dear Bond Collective Team,

As you all know, it has been 2 years since we first started discussions around a potential transaction involving Bond Collective and/or some of the Bond Collective locations. Since that time, based upon your decisions and directions, discussions have morphed from a potential acquisition of 1101 West Lake, to a potential SPAC merger of the Company, to a potential restructuring of the Company, and, at present, a potential acquisition of some of the Company's leases. At each stage, we have not been able to get a deal done because your entire team has been unable to agree on final terms and bring everyone (*including* Baruch Singer) to the table to consummate a deal. Indeed, the one constant over these past 2 years has been an inability on Bond's part to actually get its act together, agree to a deal, and transact on that deal.

The latest iteration of the proposed transaction is no different. The LOI was expressly subject to my satisfaction with due diligence and a successful restructuring of Bond's debts and liabilities. When diligence made it clear that there are far more issues with the Company than I had been led to believe (which added further complications to this matter). As such, I proposed several revisions to the LOI that were acceptable to me and subsequently sent you a revised LOI in October. You failed to agree to that revised LOI and insisted on certain economic points (such as eliminating the hurdles and preconditions, benchmarks to the 6% profit sharing in the new company, among other revisions) which are unreasonable from a business standpoint and completely unacceptable to me. At the end of the day, the transaction must work for both sides, it cannot be "heads you win, tails I lose". As I have advised you over the last few days, the LOI that you had proposed on 10/31 does not work at all for me for several reasons.

Despite everything we have tried over the last several months, It is clear to me now that we will never be able to get a deal done. Nobody is more disappointed in this outcome than I am, as I have spent the past 2 years of my career trying to make a deal happen, for the benefit of all parties. As much as it pains me, the time has come to cut bait and move on. Please accept this email as formal notice that I am terminating, revoking and rescinding any and all LOIs, understandings, undertakings, offers, counteroffers and agreements (written or unwritten) which we currently have between us (none of which are binding on me, in any event, as I have mentioned above). I am also hereby resigning as interim CEO of the Company, effective immediately. On a personal level, I recognize that this may cause some disruption to your Company, and I am happy to make myself available to address any issues or questions you may have as you transition someone else into this role.

I am truly sorry that this did not work out. I wish nothing but the best for all of you. Thank you.

Oren T. Richland  
 Dearborn Capital Group, LLC  
 (M) 917-816-7246